

1 Vanessa R. Waldref
2 United States Attorney
3 Eastern District of Washington
4 Michael J. Ellis
5 Assistant United States Attorney
6 Post Office Box 1494
7 Spokane, WA 99210-1494
8 Telephone: (509) 353-2767

FILED IN THE
U.S. DISTRICT COURT
EASTERN DISTRICT OF WASHINGTON

May 12, 2022

SEAN F. MCAVOY, CLERK

9 UNITED STATES DISTRICT COURT
10 FOR THE EASTERN DISTRICT OF WASHINGTON

11 UNITED STATES OF AMERICA,

12 Plaintiff,

Case No. 2:21-CR-00091-TOR-2

13 v.

Plea Agreement

14 REIGAN RAE ALLEN,

Fed. R. Crim. P. 11(c)(1)(C)

15 Defendant.

16 Plaintiff, United States of America, by and through Vanessa R. Waldref, United
17 States Attorney for the Eastern District of Washington, and Michael J. Ellis, Assistant
18 United States Attorney for the Eastern District of Washington, and Reagan Rae Allen
19 (“Defendant”), both individually and by and through Defendant’s counsel, Jeffry K.
20 Finer and Justin Lonergan, agree to the following Plea Agreement:

21 1) Guilty Plea and Maximum Statutory Penalties:

22 Defendant, Reagan Rae Allen, agrees to plead guilty to Count 1 of the
23 Indictment filed on July 20, 2021, charging Defendant with Conspiracy to Distribute
24 Fentanyl, in violation of 21 U.S.C. §§ 841(a)(1), (b)(1)(C), 846. Defendant
25 understands that this charge is a Class C Felony, which carries a maximum penalty of
26 not more than twenty (20) years imprisonment; a fine not to exceed \$1,000,000; a
27 term of supervised release of not less than three (3) years of supervised release, nor
28 more than life; restitution; and a \$100 special penalty assessment.

1 Defendant understands that a violation of a condition of supervised release
2 carries an additional penalty of re-imprisonment for all or part of the term of
3 supervised release without credit for time previously served on post-release
4 supervision.

5 2) Denial of Federal Benefits:

6 Defendant understands that by entering this plea of guilty Defendant is no
7 longer eligible for assistance under any state program funded under part A of Title IV
8 of the Social Security Act (concerning Temporary Assistance for Needy Families) or
9 benefits under the food stamp program or any state program carried out under the
10 Food Stamp Act. 21 U.S.C. § 862a. Further, the Court may deny Defendant's
11 eligibility to any grant, contract, loan, professional license, or commercial license
12 provided by an agency of the United States or by appropriated funds of the United
13 States. 21 U.S.C. § 862.

14 3) The Court is Not a Party to the Agreement:

15 The Court is not a party to this Plea Agreement and may accept or reject this
16 Plea Agreement. Sentencing is a matter that is solely within the discretion of the
17 Court. Defendant understands that the Court is under no obligation to accept any
18 recommendations made by the United States and/or by Defendant; that the Court will
19 obtain an independent report and sentencing recommendation from the U.S. Probation
20 Office; and that the Court may, in its discretion, impose any sentence it deems
21 appropriate up to the statutory maximums stated in this Plea Agreement.

22 Defendant acknowledges that no promises of any type have been made to
23 Defendant with respect to the sentence the Court will impose in this matter. Defendant
24 understands that the Court is required to consider the applicable sentencing guideline
25 range, but may depart upward or downward under the appropriate circumstances.

26 Defendant understands that this is a Plea Agreement pursuant to Fed. R. Crim.
27 P. 11(c)(1)(C) and that the United States may withdraw from this Plea Agreement if
28 the Court imposes a sentence of incarceration lower than 12 months and one day.

1 Defendant further understands that Defendant will have the option to withdraw from
2 this Plea Agreement if the Court imposes a sentence higher than sixty (60) months.

3 4) Waiver of Constitutional Rights:

4 Defendant understands that by entering this plea of guilty Defendant is
5 knowingly and voluntarily waiving certain constitutional rights, including:

- 6 a) The right to a jury trial;
- 7 b) The right to see, hear and question the witnesses;
- 8 c) The right to remain silent at trial;
- 9 d) The right to testify at trial; and
- 10 e) The right to compel witnesses to testify.

11 While Defendant is waiving certain constitutional rights, Defendant understands
12 Defendant retains the right to be assisted through the sentencing and any direct appeal
13 of the conviction and sentence by an attorney, who will be appointed at no cost if
14 Defendant cannot afford to hire an attorney. Defendant also acknowledges that any
15 pretrial motions currently pending before the Court are waived.

16 5) Elements of the Offense:

17 The United States and Defendant agree that in order to convict Defendant of
18 Conspiracy to Distribute Fentanyl, in violation of 21 U.S.C. §§ 841(a)(1), (b)(1)(C),
19 846, the United States would have to prove beyond a reasonable doubt the following
20 elements:

21 *First*, beginning on a date unknown, but by on or about April 1, 2020, and
22 continuing until on or about April 21, 2021, in the Eastern District of
23 Washington and elsewhere, Defendant, Reigan Rae Allen, entered into an
24 agreement with one or more persons to commit the crime of distribution of a
25 mixture or substance containing a detectable amount of N-phenyl-N-[1-(2-
26 phenylethyl)-4-piperdiny]propanamide (a/k/a “Fentanyl”); and

27 *Second*, Defendant became a member of the conspiracy knowing of at least one
28 if its objects and intending to help accomplish it.

6) Factual Basis and Statement of Facts:

The United States and Defendant, Reigan Rae Allen, stipulate and agree that the following facts are accurate; that the United States could prove these facts beyond a reasonable doubt at trial; and these facts constitute an adequate factual basis for Defendant's guilty plea. This statement of facts does not preclude either party from presenting and arguing, for sentencing purposes, additional facts which are relevant to the guideline computation or sentencing, unless otherwise prohibited in this agreement.

Beginning on a date unknown, but by on or about April 1, 2020, Defendant began assisting her boyfriend, co-defendant Antoine James Holmes, who had been distributing Fentanyl laced pills, commonly known as "Mexi-Blues," to persons in the Eastern District of Washington and Idaho. Defendant primarily assisted Holmes by maintaining a drug ledger documenting Holmes' drug trafficking transactions after he sold controlled substances.

On May 14, 2020, a Spokane County Sheriff's Office deputy conducted a traffic stop in Spokane, Washington. Holmes was in the driver's seat and Defendant in the front passenger seat. Fentanyl laced pills, a firearm associated with Holmes, and a drug ledger written by Defendant were found within the vehicle. The drug ledger listed various transactions, including the recipient's name, the type of controlled substance purchased, and the amount of money that changed hands. Holmes' cellular telephone was also seized and contained numerous messages documenting Holmes' sale of controlled substances.

On August 28, 2020, Holmes distributed Fentanyl laced pills to two teenagers in Bonner County, Idaho, one of whom, G.D., died later that day of a Fentanyl overdose. Holmes was identified by phone records as having communicated with the teenagers about the controlled substance transaction prior to the sale. Further, Holmes' vehicle was tracked using GPS technology and found to have been at the location of the sale at the time when the surviving teenager told investigators the sale had

1 occurred. Defendant admits that the teenager would not have died but for the Fentanyl
2 distributed by Holmes. Defendant further admits that the teenager died as a result of
3 the Fentanyl distribution conspiracy Defendant engaged in with Holmes.

4 On November 16, 2020, Holmes possessed Fentanyl laced pills with intent to
5 distribute and did distribute to Defendant. Defendant and Holmes used Fentanyl laced
6 pills in the presence of Defendant's infant, C.A., who shortly thereafter suffered a
7 Fentanyl overdose. C.A. had to be quickly transported to a hospital in Spokane
8 County where C.A. was administered Narcan. Later that day, while driving back to
9 Pend Oreille County from the hospital in Spokane County, a Newport Police
10 Department officer conducted a traffic stop of a vehicle in which Holmes was the
11 driver and Defendant the front seat passenger. The vehicle was found to contain 200
12 Fentanyl laced pills, as well as another firearm associated with Holmes.

13 When subsequently interviewed by law enforcement on May 7, 2021,
14 Defendant admitted that she wrote the drug ledgers seized by the Spokane County
15 Sheriff's Office on May 14, 2020. Defendant further admitted that she had
16 accompanied Holmes on multiple occasions after Holmes arranged to purchase pills in
17 Kennewick and Spokane. Defendant admitted that she did not think that Holmes had
18 ever brought in more than \$2,000 in a day.

19 Defendant admits that, in the Eastern District of Washington, she entered into
20 an agreement with Holmes to distribute controlled substances, in particular Fentanyl
21 laced pills. Defendant personally facilitated Holmes' distribution of Fentanyl laced
22 pills to persons in Eastern Washington and Northern Idaho by authoring drug ledgers,
23 thereby tracking and reporting sales of Fentanyl laced pills associated with the
24 conspiracy.

25 7) Not to File Additional Charges:

26 The United States Attorney's Office for the Eastern District of Washington
27 agrees not to bring any additional charges against Defendant based upon information
28 in its possession at the time of this Plea Agreement and arising out of Defendant's

1 conduct involving illegal activity charged in this Indictment, unless Defendant
2 breaches this Plea Agreement any time before or after sentencing.

3 8) United States Sentencing Guideline Calculations:

4 Defendant understands and acknowledges that the United States Sentencing
5 Guidelines (hereinafter "USSG") are applicable to this case and that the Court will
6 determine Defendant's applicable sentencing guideline range at the time of
7 sentencing. Defendant also understands, however, that pursuant to *United States v.*
8 *Booker*, 543 U.S. 220 (2005), the Sentencing Guideline range is advisory and that the
9 Court is required to consider the factors set forth in 18 U.S.C. § 3553(a) and to impose
10 a reasonable sentence.

11 a) Base Offense Level:

12 The United States and Defendant stipulate and agree that, because of
13 Defendant's involvement in the Conspiracy to Distribute Fentanyl, Defendant and co-
14 defendant Holmes' actions led to the death and serious injury of another person
15 resulting from the use of a substance distributed during the conspiracy. Thus, the
16 United States and Defendant agree that the base offense level is thirty-eight (38).
17 USSG §2D1.1(a)(2).

18 The United States and Defendant agree that a stipulated base offense level of
19 thirty-eight (38) is appropriate in lieu of the United States seeking a Superseding
20 Indictment alleging that Defendant's conduct, and involvement in the Conspiracy to
21 Distribute Fentanyl with co-defendant Holmes, caused death or serious injury from the
22 use of a controlled substance distributed during the conspiracy, pursuant to 21 U.S.C.
23 § 841(b)(1)(C).

24 b) Role in the Offense:

25 Based upon Defendant's role in the offense, as a minimal participant, the
26 United States and Defendant agree that Defendant's base offense level should be
27 decreased by four (4) levels. *See* USSG §3B1.2(a).

28 //

1 c) Specific Offense Characteristics:

2 The United States and Defendant also agree and stipulate that the base offense
3 level is decreased by two (2) levels as Defendant (1) was motivated by an intimate
4 relationship to commit the offense and was otherwise unlikely to commit such an
5 offense; (2) received no monetary compensation from the illegal sale of controlled
6 substances; and (3) had minimal knowledge of the scope and structure of the
7 enterprise. *See* USSG §2D1.1(b)(17).

8 d) Acceptance of Responsibility:

9 If Defendant pleads guilty and demonstrates a recognition and an affirmative
10 acceptance of personal responsibility for the criminal conduct; provides complete and
11 accurate information during the sentencing process; does not commit any obstructive
12 conduct; accepts this Plea Agreement; and enters a plea of guilty no later than May 12,
13 2022, the United States will move for a three (3) level downward adjustment in the
14 offense level for Defendant's timely acceptance of responsibility, pursuant to USSG
15 §3E1.1(a) and (b).

16 Defendant and the United States agree that the United States may at its option
17 and upon written notice to Defendant, not recommend a three (3) level downward
18 reduction for acceptance of responsibility if, prior to the imposition of sentence,
19 Defendant is convicted of any criminal offense whatsoever or if Defendant tests
20 positive for any controlled substance.

21 e) Criminal History:

22 The United States and Defendant understand that Defendant's criminal history
23 computation is tentative and that ultimately Defendant's criminal history category will
24 be determined by the Court after review of the Presentence Investigative Report. The
25 United States and Defendant have made no agreement and make no representations as
26 to the criminal history category, which shall be determined after the Presentence
27 Investigation Report is completed.

28 //

1 9) Incarceration:

2 Pursuant to Fed. R. Crim. P 11(c)(1)(C), Defendant and the United States agree
3 to recommend a sentence between 12 months and one day and sixty (60) months,
4 incarceration, with both sides free to argue for a period of incarceration within that
5 range. If the Court does not accept the Plea Agreement or chooses to sentence
6 Defendant to a greater or lesser sentence than the United States and Defendant have
7 agreed upon, the United States and Defendant each may withdraw from the Plea
8 Agreement and this agreement is null and void.

9 10) Criminal Fine:

10 The United States and Defendant are free to make whatever recommendation
11 concerning the imposition of a criminal fine that they believe is appropriate. Neither
12 the United States nor Defendant may withdraw from the Plea Agreement based on the
13 ultimate fine imposed.

14 11) Supervised Release:

15 Defendant understands that the United States intends to recommend that the
16 Court impose a five (5) year term of supervised release to include the following
17 special conditions, in addition to the standard conditions of supervised release:

18 a) that Defendant participate and complete such drug testing and drug treatment
19 programs as the Probation Officer directs; and

20 b) that Defendant's person, residence, office, vehicle, and belongings are
21 subject to search at the direction of the Probation Officer.

22 The Defendant is free to recommend that the Court impose a three (3) year term
23 of supervised release. Neither the United States nor Defendant may withdraw from the
24 Plea Agreement based on the ultimate term or conditions of supervised release
25 imposed.

26 12) Restitution:

27 Pursuant to 18 U.S.C. § 3663(a)(3), in exchange for the United States agreeing
28 to not bring additional charges, Defendant expressly and voluntarily agrees to pay

1 restitution to G.D. The United States and Defendant also hereby stipulate and agree
2 that the Court shall order full restitution, as appropriate, to any entity, organization,
3 insurance company, individual(s), and/or medical provider who provided medical
4 services, funds related to the treatment, or funeral expenses of the victim.

5 Neither the United States nor Defendant may withdraw from the Plea
6 Agreement based on the ultimate amount of restitution imposed.

7 With respect to restitution, the United States and Defendant agree to the
8 following:

9 a. Restitution Amount and Interest

10 The United States and Defendant hereby stipulate and agree that, pursuant to
11 18 U.S.C. §§ 3663(a)(3) and 3664, the Court should order restitution in an amount to
12 be determined at or before sentencing. Defendant agrees that, at a minimum, G.D.
13 qualifies as a victim to whom restitution is owed. The United States and Defendant
14 agree that interest on this restitution amount, if any, should be waived.

15 b. Payments

16 To the extent that the Court orders restitution, the United States and Defendant
17 agree that the Court will set a restitution payment schedule based on her financial
18 circumstances. *See* 18 U.S.C. § 3664(f)(2), (3)(A). Regardless, Defendant agrees to
19 pay not less than 10% of her net monthly income towards her restitution obligation.

20 c. Treasury Offset Program and Collection

21 Defendant understands the Treasury Offset Program (“TOP”) collects
22 delinquent debts owed to federal agencies. If applicable, the TOP may take part or all
23 of Defendant’s federal tax refund, federal retirement benefits, or other federal benefits
24 and apply these monies to Defendant’s restitution obligations. *See* 26 U.S.C.
25 § 6402(d); 31 U.S.C. § 3720A; 31 U.S.C. § 3716.

26 Defendant also understands the United States may, notwithstanding the Court-
27 imposed payment schedule, pursue other avenues to ensure the restitution obligation is
28 satisfied, including, but not limited to, garnishment of available funds, wages, or

1 assets. *See* 18 U.S.C. §§ 3572, 3613, 3664(m). Nothing in this acknowledgment shall
2 be construed to limit Defendant's ability to assert any specifically identified
3 exemptions as provided by law, except as set forth in this Plea Agreement.

4 Until a fine or restitution order is paid in full, Defendant agrees fully to disclose
5 all assets in which she has any interest or over which she exercises control, directly or
6 indirectly, including those held by a spouse, parent, nominee, or third party. Until
7 such time as the fine or restitution order is paid in full, Defendant agrees to provide
8 waivers, consents or releases requested by the U.S. Attorney's Office to access
9 records to verify the financial information.

10 d. Notifications and Waivers

11 Defendant agrees to notify the Court and the United States of any material
12 change in her economic circumstances (e.g., inheritances, monetary gifts, changed
13 employment, or income increases) that might affect her ability to pay restitution. *See*
14 18 U.S.C. § 3664(k). This obligation ceases when the restitution is paid-in-full.

15 Defendant agrees to notify the United States of any address change within 30
16 days of that change. *See* 18 U.S.C. § 3612(b)(1)(F). This obligation ceases when the
17 restitution is paid-in-full.

18 Defendant acknowledges that the Court's decision regarding restitution is final
19 and non-appealable. Neither party may withdraw from the Plea Agreement based on
20 the ultimate amount or restitution ordered.

21 13) Mandatory Special Penalty Assessment:

22 Defendant agrees to pay the \$100 mandatory special penalty assessment to the
23 Clerk of Court for the Eastern District of Washington, at or before sentencing,
24 pursuant to 18 U.S.C. § 3013 and shall provide a receipt from the Clerk to the United
25 States before sentencing as proof of this payment.

26 14) Payments While Incarcerated:

27 If Defendant lacks the financial resources to pay the monetary obligations
28 imposed by the Court, Defendant agrees to earn the money to pay toward these

1 obligations by participating in the Bureau of Prisons' Inmate Financial Responsibility
2 Program.

3 15) Additional Violations of Law Can Void Plea Agreement:

4 Defendant and the United States agree that the United States may at its option
5 and upon written notice to Defendant, withdraw from this Plea Agreement or modify
6 its recommendation for sentence if, prior to the imposition of sentence, Defendant is
7 convicted of any criminal offense whatsoever or if Defendant tests positive for any
8 controlled substance.

9 16) Appellate Waiver:

10 In return for the concessions that the United States has made in this Plea
11 Agreement, Defendant hereby agrees to waive her right to appeal the conviction and
12 the sentence the Court imposes if the Court imposes a term of imprisonment pursuant
13 to the terms of this Rule 11(c)(1)(C) Plea Agreement. Further, Defendant hereby
14 agrees to waive any right to appeal concerning any restitution order, fine, special
15 penalty assessment, and order of supervised release.

16 If the Court sentences Defendant outside the Rule 11(c)(1)(C) Plea Agreement
17 and Defendant chooses not to withdraw from this Plea Agreement the following
18 applies: Defendant agrees to waive her right to appeal the conviction and sentence if
19 the Court imposes a term of imprisonment no higher than the high end of the
20 applicable guideline range as determined by the Court and imposes no more than five
21 (5) years supervised release. If the Court imposes a sentence higher than the high end
22 of the applicable guideline range and/or greater than five (5) years of supervised
23 release, Defendant may appeal only the substantive reasonableness of her sentence.

24 Defendant further expressly waives her right to file any post-conviction motion
25 attacking her conviction and sentence, including a motion pursuant to 28 U.S.C.
26 § 2255, except one based upon ineffective assistance of counsel based on information
27 not now known by Defendant and which, in the exercise of due diligence, could not be
28 known by Defendant by the time the Court imposes the sentence.

1 Nothing in this Plea Agreement shall preclude the United States from opposing
2 any post-conviction motion for a reduction of sentence or other attack of the
3 conviction or sentence, including, but not limited to, proceedings pursuant to
4 28 U.S.C. § 2255.

5 If Defendant believes that the United States has not fulfilled its obligations
6 under this Plea Agreement, Defendant will object at the time of sentencing; further
7 objections are waived.

8 17) Waiver of Attorney Fees and Costs:

9 Defendant agrees to waive all rights under the “Hyde Amendment,” Section
10 617, P.L. 105- 119 (Nov. 26, 1997), to recover attorneys’ fees or other litigation
11 expenses in connection with the investigation and prosecution of all charges in the
12 above-captioned matter and of any related allegations (including without limitation
13 any charges to be dismissed pursuant to this plea agreement and any charges
14 previously dismissed).

15 18) Integration Clause:

16 The United States and Defendant acknowledge that this document constitutes
17 the entire Plea Agreement between the United States and Defendant, and no other
18 promises, agreements, or conditions exist between the United States and Defendant
19 concerning the resolution of the case. This Plea Agreement is binding only upon the
20 United States Attorney’s Office for the Eastern District of Washington, and cannot
21 bind other federal, state or local authorities. The United States and Defendant agree

22 //

23 //

24 //

25 //

26 //


27 //

1 that this agreement cannot be modified except in a writing that is signed by the United
2 States and Defendant.

3 Approvals and Signatures

4 Agreed and submitted on behalf of the United States Attorney's Office for
5 the Eastern District of Washington.

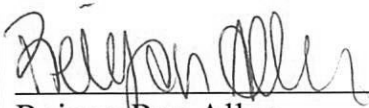
6 Vanessa R. Waldref
7 United States Attorney

8
9 

10 Michael J. Ellis
11 Assistant United States Attorney

12 12 May 2022
13 Date

14 I have read this Plea Agreement and have carefully reviewed and discussed
15 every part of the agreement with my attorney. I understand and voluntarily enter into
16 this Plea Agreement. Furthermore, I have consulted with my attorney about my rights,
17 I understand those rights, and I am satisfied with the representation of my attorney in
18 this case. No other promises or inducements have been made to me, other than those
19 contained in this Plea Agreement and no one has threatened or forced me in any way
20 to enter into this Plea Agreement. I am agreeing to plead guilty because I am guilty.

21 

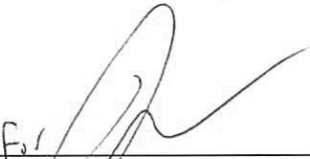
22 Reigan Rae Allen
23 Defendant

24 05/12/2022
25 Date

26 I have read the Plea Agreement and have discussed the contents of the
27 agreement with my client. The Plea Agreement accurately and completely sets forth
28 the entirety of the agreement between the parties. I concur in my client's decision to

//

1 plead guilty as set forth in the Plea Agreement. There is no legal reason why the Court
2 should not accept Defendant's plea of guilty.

3
4 
5 Jeffrey K. Finer
6 Attorney for Defendant

12 MAY 2022
Date

7
8 
9 Justin Lonergan
10 Attorney for Defendant

12 MAY 2022
Date